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Collective Bargaining Agreements

8-1-1980

Fry's Food Stores of Arizona, Inc. and United Food and Commercial Workers, AFL-CIO, Local 99 Memorandum (1980)

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Fry's Food Stores of Arizona, Inc. and United Food and Commercial Workers, AFL-CIO, Local 99 Memorandum (1980)

Location

AZ

Effective Date

8-1-1980

Expiration Date

7-1-1983

Number of Workers

900

Employer

Fry's Food Stores of Arizona, Inc.

Union

United Food and Commercial Workers

Union Local

99

NAICS

44

Sector

P

Item ID

6178-008b173f016_03

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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8/80-7/83

900ees.

Change: 'Retail Clerks International Union' to 'United Food and Commercial Workers International Union' where applicable.

WITNESSETH

Change: title to 'Intent and Purpose'

ARTICLE I

Add: The Employer will provide the Union, in writing, as soon as possible within thirty (30) days from the date of employment, a list of all newly hired employees showing the employee's full name, date of hire, store assignment, classification and rate of pay.

ARTICLE II

Delete: reference to 'Courtesy Booth' and insert 'will be posted in a conspicuous place in the store.'

ARTICLE III

Change: title of Article to 'Discipline of and Discrimination Against Employees'

A) Change: No employee shall be disciplined or discharged without just cause.

G) Change: An employee shall be notified in writing by the Employer at the time of suspension or discharge of the reason for such action and the employee must sign the report.

K) Add: When a suspension is levied as a form of discipline it shall not exceed three (3) days' duration.

ARTICLE IV

A) Change: Effective September 1, 1980 seniority is defined as the length of continuous employment within the classification within the bargaining unit with the Employer for purposes of lay off, recall, scheduling and reduction of hours. Seniority for the purposes of sick leave accrual, vacation accrual and eligibility for holiday pay shall be the length of continuous employment with the Employer. It is understood that those employees on the payroll on the date of ratification of this Agreement, shall not have their seniority dates changed from the date established on that date unless they are promoted or transferred to another classification thereafter.

C) Lost or Broken Seniority - Add new item 6.
In the event an employee is transferred, within the Company, out of the bargaining unit for any reason and is later transferred back, the employee shall retain seniority previously acquired by employment with the same Employer under this Collective Bargaining Agreement.

D) Change: Seniority shall be maintained separately as follows:
Food Clerk (cashier, stocking crew and produce)
Maintenance and Sanitation Clerk
Bakery-Deli Clerk
Courtesy Clerk
General Merchandise Clerk

E) Change: Courtesy Clerks shall apply Company seniority within their assigned store. In the event an employee in this classification must be laid off, seniority shall prevail in the lay off. A Courtesy Clerk may only be transferred from their assigned stores by their own request.

F) Change: All part-time employees shall be scheduled in accordance with Company seniority for scheduled shifts providing maximum hours of work up to and including eight (8) hours per day and forty (40) hours per week. Such scheduling must be in the same store, comparable job assignment and department, i.e. Produce Department, Grocery Department, Bakery-Deli Department, Courtesy Clerk, etc. Any employee wishing special scheduling consideration (fewer hours per week, certain days off and preferential schedule hours) must make such needs known, in writing, prior to noon Thursday to the store management. Such notices will remain in effect until revoked, in writing, by the employee. Store management, by seniority, will attempt to accommodate as many such requests as operationally practical.

G) Delete: Courtesy Clerks Scheduling: Courtesy Clerks who desire additional hours of work per week will notify management in writing prior to noon on Thursday, and such employee shall be scheduled said additional hours, if available, by store seniority.

ARTICLE IV

H) Full-time Journeyman Food Clerks Scheduling: All full-time Journeyman Food Clerks will receive consideration, based on their Company seniority and qualification, for schedule preference in comparable job assignments.

DELETE: REFERENCE TO JOURNEYMAN

K) Add: There shall be no scheduled split shifts.

L) Add: Recognizing that changes in operations, conditions, etc., may occur during the life of this Agreement, the Employer and the Union agree, that if mutually agreed, the parties may meet and, if appropriate, discuss or alter seniority to better suit the needs of the parties. This may include, but is not limited to, district seniority, area seniority, etc.

Any agreement reached must be reduced to writing and signed by the appropriate parties before it could be placed in effect.

M) Grievances regarding preferential shift selection and part-time scheduling must be filed with the store manager, in writing, within forty-eight (48) hours of the posting of the schedule. Grievances not filed within this time limit shall be null and void.

N) The Employer will not use the scheduling of work shifts as a disciplinary measure.

O) An employee being recalled from lay off shall not be required to complete another application for employment.

P) Current store seniority lists shall be maintained and made available in each store to employees of the store and the Union Business Representatives upon request.

ARTICLE V

A) Add: Any part-time employee scheduled for forty (40) hours per week for four (4) consecutive weeks will be classified as a full-time employee. A specific individual's assignments to temporary vacancies covered by vacation, illness, injury or leave of absence shall not count toward the aforementioned four (4) consecutive weeks.

B) Delete: references to Junior Snack Bar and Junior Bakery Department employees.

G) Add: Once the schedule is posted it shall not be removed.

L) Add: Recognizing that changes in operations, conditions, etc. may occur during the life of this Agreement the Employer and the Union agree, that if mutually agreed, the parties may meet and, if appropriate, discuss or alter the basic work day to better suit the needs of the parties.

Any agreement reached must be reduced to writing and signed by the appropriate parties before it could be placed in effect.

ARTICLE VI

C) Change: Vacations will be granted on a seniority basis by store and classification during the Employer's established vacation periods, which will be January 1 through December 31 of each year. The Employer need not adversely affect the efficient operation of the store by the application of seniority to vacation scheduling. (30 day notice to remain the same)

G) Add: A vacation may not be waived by an eligible employee and extra pay received for work during that period unless agreed by the Employer and the Union. Vacations must be taken during each anniversary year.

ARTICLE VII

E) Add: When an employee is promoted from one classification to a higher classification he will be placed in the second step progression of the new classification into which he is promoted provided he has completed the minimum length of time required of the first step progression of that position. Promotion from Courtesy Clerk will be to first step of new classification.

H) Add: Courtesy Clerks Working at Apprentice Rate:

1. As mutually agreed between the Employer and the Union, it shall be permissible to institute a plan in the individual stores whereby Courtesy Clerks may work a portion of their work period as Apprentice Clerks, as long as in so doing, such Courtesy Clerks are paid as Apprentice Clerks for those hours in which they perform

work falling into that category, and as long as said Courtesy Clerks receive full credit for such hours worked toward their proper classification.

2. The number of Courtesy Clerks employed in any one (1) day in this manner shall not exceed a ratio of one (1) Courtesy Clerk to every ten (10) Courtesy Clerks, or fraction thereof, according to the weekly payroll. The maximum number of hours in any one (1) week, in any one (1) store, that Courtesy Clerks may work as Apprentices, is one-tenth (1/10) of the total number of hours of Courtesy Clerk work scheduled for that week. This clause shall in no way restrict the number of hours that may be worked by regular Apprentices.

3. The names of the Courtesy Clerks to be employed in this capacity and their Apprentice work schedules shall be posted alongside the store's work schedules. Any Courtesy Clerk assigned to Clerk's work, not in accordance with such plan, shall be paid the Journeyman rate of pay for the entire day in which such change of classification or duty occurs. Any Courtesy Clerk scheduled for Apprentice work, who does not do any such work on a scheduled day, shall be paid at Courtesy Clerk rates.

4. Courtesy Clerks shall not work as Clerks under this program on Sundays or holidays. If a Courtesy Clerk performs such work on a Sunday or holiday, he shall be paid for eight (8) hours at the Journeyman Food Clerk premium rate for such day.

5. In selecting additional Courtesy Clerks to participate in the Courtesy Clerks-Apprenticeship Training Program, seniority shall be a primary factor to be considered along with intention to seek a career in the food industry and qualification for the work. On any particular day when a Courtesy Clerk who is in the above set forth program is absent, the most senior Courtesy Clerk on duty may be assigned work as an Apprentice Clerk in accordance with the terms of this Agreement.

ARTICLE VIII

E) Change: Bakery-Deli Clerk

Bakery-Deli Clerk is an employee assigned to either the Bakery or Bakery-Deli Department and is limited to performing work within that department or work in a lower classification.

F) Delete: entire sub-section regarding Snack Bar - Junior Waiters and Waitresses.

G) Change: Any employee hired or scheduled less than forty (40) hours per week shall be considered as a part-time employee.

J) Add: General Merchandise Clerk

The job of a General Merchandise Clerk shall include the handling, pricing, displaying, selling, stocking of those items generally considered to be non-food, general merchandise, or drug merchandise. The job may also include the operation of a cash register to ring up sales of processed food and make bottle refunds, but excludes the operation of a check stand in the front end of the store and excludes the handling, stocking, pricing of food itself.

K) Add:

1. Sanitation and Maintenance Person: This is an employee employed to perform all tasks relating to general building maintenance including general repairs and store sanitation including the operation of floor cleaning machinery. Employees in this classification are not permitted to operate cash registers, unload merchandise from trucks, or handle merchandise for sale if such handling is directly related to the stocking of merchandise and the stocking of merchandise for sale.

2. Sanitation and Maintenance Lead Person: In any given store the Employer will designate a Sanitation and Maintenance Lead Person who, in addition to the duties specified above, shall oversee the duties of other Sanitation and Maintenance Person(s) employed by the Employer.

Both Sanitation and Maintenance Persons and Lead Persons shall be paid in accordance with their respective classification as defined in Appendix A - Wages.

ARTICLE IX

C) Delete: Normal Pregnancy (to be considered as illness or injury)

Delete: third paragraph (reference to leaves of absence for normal pregnancy)

Add: to fourth paragraph 'Requests for doctor's certificate will not be arbitrarily imposed.'

ARTICLE IX

C) Change: seventh paragraph to read 'Prior to being scheduled for work upon the completion of a leave of absence, the employee's physician must give written certification that the employee is fully released to perform all usual duties. When this requirement has been met, the employee will be scheduled for work, in the job previously held, in the first full work week for which the work schedule has not been posted as provided in this Agreement following the receipt of the physician's release by the Employer's Designated Representative.'

Change: ninth paragraph, first sentence to read 'During leaves of absence, employees shall retain and accumulate seniority.'

F) Delete: reference to white shirts and dark trousers.

H) Add: Bulletin Board

The Employer shall provide space for the posting of official Union notices.

ARTICLE X

Add:

- A) When an employee is required to be in any court or courthouse for jury service and such service deprives such employee of pay that he otherwise would have earned, he shall be scheduled for a day shift on a Monday through Friday work week and shall receive pay during such work week for each day on such jury service at the rate of eight (8) hours times his straight time hourly rate, except in the case of part-time employees the number of hours regularly scheduled on the day in question, less any remuneration received by him for jury service.
- B) If such employee in addition works for the Employer on Saturday, he shall be paid at the rate of straight time. If he works for the Employer on Sunday, he shall be paid at the Sunday rate of pay.
- C) If an employee is excused, temporarily or permanently from jury service on any scheduled day, i.e., Monday through Friday, he shall immediately report for work to complete the remaining hours of his scheduled work shift. Failure to so report shall disqualify an employee from any pay for jury duty for the day in question as long as the transportation time will permit him to return to work prior to one (1) hour before the end of his shift.
- D) The Employer may require proof of attendance for jury service. An employee making a false claim for jury duty pay shall be subject to discharge.
- E) This Article shall apply once during the life of this Agreement. Jury Duty pay shall not be required for Grand Jury service.

ARTICLE XI

A) Add: the word 'monthly'

No deduction will be made on any employee until receipt by the Employer of a signed copy of a voluntary dues deduction authorization. The Union agrees to submit to the Employer a list of employees' names and dues deduction amounts for the current month no later than the first day of each month.

B) Add: The Union shall indemnify and hold harmless the Employer against any and all claims, damages or suits or other forms of liability which may arise out of or by reason of any action taken by the Employer for the purpose of complying with this Article.

ARTICLE XIX

Add: The Trustees are authorized and directed to explore the feasibility of establishing a 'lag month' concept for administrative purposes in the payment of claims, provided that the establishment of such concept will not result in any increase in costs to the Trust or the contributing Employer.

ARTICLE XXIII

Change: term of Agreement to be August 4, 1980 to and including July 31, 1983.

ECONOMIC CONTRACT PROPOSALS

ARTICLE VI

A) Change: third paragraph to read 'Effective with employee's anniversary dates on or after January 1, 1982, all full-time employees shall be granted three (3) weeks vacation after five (5) years of continuous service with the Employer.'

Add: Effective with employee's anniversary dates on or after January 1, 1982, all full-time employees shall be granted five (5) weeks vacation after twenty (20) years of continuous service with the Employer.'

ARTICLE VII

B) Change: third, fourth and fifth paragraphs - increase maximum to twenty-five cents (25¢) and dates to coincide with those on wage schedule.

C) Change: Effective September 1, 1980 a premium of fifty cents (50¢) per hour shall apply to all work performed after 10:00 P.M. or before 6:00 A.M. only.

Delete: references to Junior Snack Bar and Junior Bakery employees.

F) Change: All employees working an eight (8) hour shift shall receive an uninterrupted, unscheduled ten (10) minute break approximately near the middle of the first half of the work shift (prior to the meal period) and an uninterrupted, unscheduled ten (10) minute break approximately near the middle of the second half of the work shift. An employee working a shift of six (6) to eight (8) hours, shall receive an uninterrupted, unscheduled fifteen (15) minute break approximately near the middle of the work shift. An employee working less than a six (6) hour shift shall receive an uninterrupted, unscheduled ten (10) minute break approximately near the middle of the work shift.

ARTICLE IX

E) Change: Effective September 1, 1980 accumulated sick leave will be increased from thirty (30) days to a maximum of forty-two (42) days.

Add: Notwithstanding anything in this section to the contrary, if an employee is hospitalized as a registered bed patient, on the first scheduled work day of disability, there shall be no waiting period. Provide for integration with Industrial Compensation and Weekly Disability benefits as per current intent and practice.

ARTICLE XIX

Change: Effective for hours worked commencing 8-80, the contribution shall be increased by seven dollars (\$7.00) per month.

Change: Effective for hours worked commencing 8-81, the contribution shall be increased by twelve dollars (\$12.00) per month.

Change: Effective for hours worked commencing 8-82, the contribution shall be increased by twelve dollars (\$12.00) per month.

ARTICLE XX

Change: Effective with hours worked in September, 1981, the hourly contribution shall be increased by five cents (5¢) per hour to a total of forty cents (40¢).

Change: Effective with hours worked in September, 1982, the hourly contribution shall be increased by five cents (5¢) per hour to a total of forty-five cents (45¢).

WAGE PROPOSAL

E F F E C T I V E

	8-4-80	2-2-81 (COLA)	8-3-81	2-1-82 (COLA)	8-2-82	2-7-83 (COLA + raise)
FOOD CLERK						
1st 6 months	\$4.98	\$5.13	\$5.43	\$5.58	\$5.73	\$6.03
2nd 6 months	5.81	5.985	6.335	6.51	6.685	7.035
3rd 6 months	6.64	6.84	7.24	7.44	7.64	8.04
Thereafter	8.30 (75¢)	8.55 (25¢)	9.05 (50¢)	9.30 (25¢)	9.55 (25¢)	10.05 (50¢)
HEAD CLERK	\$8.55	\$8.80	\$9.30	\$9.55	\$9.80	\$10.30
BAKERY-DELI CLERK *						
1st 90 days	\$3.65	\$3.76	\$3.98	\$4.09	\$4.20	\$4.42
Next 6 months	4.32	4.45	4.71	4.84	4.97	5.23
Next 6 months	4.81	4.96	5.25	5.39	5.54	5.83
Next 6 months	5.40	5.56	5.88	6.045	6.21	6.53
Thereafter	6.23	6.41	6.79	6.975	7.16	7.54
MAINTENANCE AND SANITATION CLERK						
1st 6 months	\$4.15	\$4.275	\$4.525	\$4.65	\$4.775	\$5.025
2nd 6 months	4.57	4.70	4.98	5.115	5.25	5.53
Thereafter	4.98	5.13	5.43	5.58	5.73	6.03
MAINTENANCE AND SANITATION LEAD PERSON	\$5.23	\$5.38	\$5.68	\$5.83	\$5.98	\$6.28
GENERAL MERCHANDISE CLERK ** (Hired or promoted after September 1, 1980)						
1st 6 months	\$4.81	\$4.96	\$5.25	\$5.39	\$5.54	\$5.83
2nd 6 months	5.40	5.56	5.88	6.045	6.21	6.53
Thereafter	6.23	6.41	6.79	6.975	7.16	7.54
COURTESY CLERK						
0 - 520 hours	-	-	FEDERAL MINIMUM WAGE	-	-	-
520 - 1560 hours	-	-	Ten cents (10¢) over Federal Minimum Wage	-	-	-
Thereafter	-	-	Twenty-five cents (25¢) over Federal Minimum Wage	-	-	-
ASSISTANT BAKERY-DELI DEPARTMENT MANAGER	\$7.885	\$8.12	\$8.69	\$8.35	\$9.07	\$9.55

* Bakery Clerks presently working in a Bakery Department will be absorbed into the Bakery-Deli Clerk classification at their present percentage rate of pay and will then continue their normal progressions. Junior Production/Sales Clerks will be moved to the '1st 90 days' rate of the Bakery-Deli Clerk classification.

** Those employees presently performing the duties of a General Merchandise Clerk will remain classified as a Food Clerk and will continue to perform the same duties now performing, unless such employees claim schedules other than those associated with General Merchandise functions.

Bureau of Labor Statistics
Collective Bargaining Studies

U.S. Department of Labor



006862

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 044-R0003

NOVEMBER 24 1980

DEC 16 1980 -R

SECRETARY-TREASURER
RETAIL CLERKS INTERNATIONAL
ASSOCIATION LOCAL 99
5818 NORTH SEVENTH STREET
PHOENIX , AZ. 85014

PREVIOUS AGREEMENT EXPIRED
AUGUST 03, 1980

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

FRYS FOOD STORES OF ARIZONA INC LU 99

WITH RETAIL CLERKS
ARIZONA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 900
2. Number and location of establishments covered by agreement 24 (Phoenix metro area & Prescott, AZ)
3. Product, service, or type of business Retail Food Sales
4. If your agreement has been extended, indicate new expiration date _____

Your Name and Position

President

602-242-8424

Area Code/Telephone Number

6051 North 43 AV

Phoenix, AZ

85019

Address

City/State/ZIP Code